

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NORTH DAKOTA**

In re:)	
)	
Drain Services Inc.)	Case No. 23-30352
)	(Chapter 11)
Debtor.)	
_____)	

**STIPULATION TO CONTINUE HEARING ON CHOICE FINANCIAL GROUP’S
DEFAULT MOTION AND OBJECTION FILED BY DEBTOR**

Choice Financial Group (“Choice Bank”) and Drain Services Inc. (“Debtor”) by and through their undersigned attorneys stipulate and agree as follows:

1. On the conditions contained in this stipulation, the hearing currently scheduled for Tuesday, November 19, 2024, at 10:30 A.M. to consider and act upon the following matters:

- Default Motion by Choice Financial Group for Relief from the Automatic Stay (as contemplated in Chapter 11 Plan) filed November 4, 2024. (Doc. 176)
- Objection by Debtors to Choice Financial Group’s Default Motion for Relief from the Automatic Stay filed November 11, 2024. (Doc. 177)

shall be continued to the soonest date available after December 2, 2024.

2. This Stipulation shall not be deemed a waiver of any claims or defaults identified in Choice Bank’s Default Motion, with such defaults remaining in full force and effect until all of the following conditions are fulfilled. Furthermore, this Stipulation shall not act as a waiver of the Debtor’s defenses as stated in the Objection. Notwithstanding the foregoing, Choice Bank’s Default Motion shall be withdrawn and the defaults identified in the Default Motion will be deemed waived upon the following conditions:

- a. Debtor has delivered a check to Choice Bank in the sum of \$4,689.28, check dated November 7, 2024, drawn on Debtor's BankNorth checking account, check number 1176 (the "October 2024 Check"). Choice Bank will negotiate the October 2024 Check on November 18, 2024, send it through the normal check collection process, and apply it to the payment due under Drain Services, Inc's Second Amended Subchapter V Plan of Reorganization [Doc. 142] (the "Plan") on October 15, 2024. If the October 2024 Check is returned as unpaid for any reason, this condition has not been fulfilled.
- b. Debtor, through its attorney, represents and warrants to Choice Bank that a check from the Debtor's attorney's client trust account was mailed to Choice Bank in the amount of \$4,689.28 on November 14, 2024 to Choice Bank, representing the payment due under the Plan on November 15, 2024. Choice Bank may negotiate and apply that check when received.
- c. Debtor, through its attorney, shall on November 18, 2024, mail to Choice Bank another check from the Debtor's attorney's client trust account in the amount of \$4,689.28, representing the payment due under the Plan on December 15, 2024. Choice Bank may negotiate and apply that check when received.
- d. Debtor shall pay to Choice Bank on or before December 2, 2024, the sum of \$9,378.56, representing the payments due under the Plan on January 15, 2025, and February 15, 2025.

3. Should Debtor fail to perform on any one of these conditions, the hearing on the Default Motion and Objection shall be heard and the Court shall thereafter make its decision.
4. In the event Debtor fully performs the conditions specified in paragraph 2 of this Stipulation, Choice Bank shall withdraw the Default Motion and Debtor shall continue making payments to Choice Bank as of the payment due under the Plan on or before March 15, 2025.
5. This Stipulation may be signed in counterparts or electronically with the same force and effect as a manually signed document.

Dated: November 18, 2024

/s/ John D. Schroeder

JOHN D. SCHROEDER (ND ID #07147)

jschroeder@northdakotalaw.net

ZIMNEY FOSTER P.C.

3100 South Columbia Road, Ste 200

Grand Forks, ND 58201

Phone: 701/772-8111 Fax: 701/772-7328

Attorneys for Choice Financial Group

AHLGREN LAW OFFICE, PLLC

Dated: November 18, 2024

/s/ Erik A. Ahlgren

Erik A. Ahlgren (ND 09561)

220 W. Washington Ave, Ste 105

Fergus Falls MN 56537

218-998-2775

erik@ahlgrenlawoffice.net

Attorney for Debtor